

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is entered into October 6, 2016, by and among Millicent M. Martin, an individual resident of Harris County, Texas ("*Assignor*"), and Adrienne Sadler, an individual resident of Harris County, Texas ("*Assignee*").

RECITALS:

WHEREAS, Assignor executed and delivered to Scott A. Breimeister ("*Noteholder*") that certain Promissory Note dated February 8, 2016, in the principal amount of \$99,000.00 (the "*Note*"), a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Note is secured by that certain Security Agreement of even date with the Note (the "*Security Agreement*"), a copy of which is attached hereto as Exhibit "B";

WHEREAS, the Security Agreement grants Noteholder a security interest in a ninety-nine percent (99.0%) membership interest in Kremco Acquisitions, LLC, a Texas limited liability company (collectively, the "*Collateral*"); and

WHEREAS, as contemplated by that certain Purchase and Sale Agreement dated of even date herewith, between the Assignor and the Assignee, Assignor is concurrently, with the execution of this Agreement, conveying to Assignee all of its right, title and interest in and to the Collateral; and

WHEREAS, unless otherwise indicated, all capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement; and

WHEREAS, as a part of the conveyance of its interest in said Collateral to Assignee by Assignor, the parties are executing this Agreement.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants hereinafter expressed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Assignment.* Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest, under, in and to the aforesaid Note and Security Agreement (the "*Assigned Documents*").
2. *Assignee Acceptance of Assignment.* Assignee hereby agrees to and hereby accepts the foregoing assignment, and, in addition, expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, obligations and conditions required to be kept, performed and fulfilled from and after the date hereof by the Assignor under or with respect to the aforesaid Assigned Documents.
3. *Assignor and Assignee Representations and Warranties.* Assignor and Assignee each hereby represent and warrant to the other that each has full right and lawful authority to execute and deliver this Agreement and acknowledge and agrees that each is an intended beneficiary under the representations, warranties and indemnities contained herein.

4. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

5. *Counterparts.* This Agreement may be executed in a number of identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement, but for the purpose of proving the existence of this Agreement it shall not be necessary to produce or account for more than one such counterpart except for the purpose of demonstrating that any party is a signatory thereto.

6. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Executed as of the date set forth above.

Assignor:


Millicent M. Martin

Assignee:


Adrienne Sadler

EXHIBIT "A"

Promissory Note

EXHIBIT “B”

Security Agreement